

EXHIBIT C



December 28, 2021

SENT VIA CERTIFIED MAIL AND ELECTRONIC DELIVERY

Salem County Hospital Corporation
d/b/a Salem Medical Center
310 Woodstown Road
Salem, NJ 08079
Attn: Vinnie Riccitelli, CFO

Re: Breach of Contract; Demand for Payment of Overdue Accounts

Dear Mr. Havens,

Reference is hereby made to the Wound Care Services Agreement by and between Restorix Health, Inc. (“**Contractor**”) and Salem County Hospital Corporation d/b/a Salem Medical Center (“**Facility**”) dated March 1, 2019 (together with any amendments thereto, the “**Agreement**”). Any capitalized terms not otherwise defined shall have the meaning ascribed to them in the Agreement.

Pursuant to Section 10.3(A) of the Agreement, you are hereby notified that Facility is in material breach of the Agreement and that, if such breach is not fully cured, Restorix may choose to exercise its termination rights under the Agreement. Specifically, Facility has failed to satisfy its payment obligations under Section 3.2 of the Agreement, which requires payment of all Service Fees and any other amounts due to Contractor under the Agreement no later than thirty (30) days following the end of each month.

Please be advised that Facility’s outstanding balance owed to Contractor is Four Hundred Twenty-Eight Thousand Thirty-Three and 83/100 Dollars (\$428,033.83) (the “**Outstanding Balance**”). The Outstanding Balance consists of Four Hundred Twelve Thousand Ninety-One and 92/100 Dollars (\$412,091.92) invoiced for Services rendered to Facility through November 30, 2020 *plus* Fifteen Thousand Nine Hundred Forty-One and 91/100 Dollars \$15,941.91 for interest calculated at the Default Rate). Contractor has made numerous attempts to collect from Facility the Outstanding Balance; however, the Outstanding Balance remains unpaid.

Contractor would like to resolve this matter amicably. Enclosed hereto as Exhibit A, please find a schedule detailing the Outstanding Balance by Invoice Number. **Payment of the entire unpaid Outstanding Balance of \$428,033.83 must be received by Contractor no later than January 27, 2020 (the “Payment Date”).**

To pay your invoice via ACH, please remit the entire amount due as follows:

Bank Name:	Bank of Montreal
Account Name:	[REDACTED]
Routing Number:	[REDACTED]
Account Number:	[REDACTED]



Contractor has continued to provide services in good faith and to ensure that needed wound care services are provided in the community; however, Contractor cannot continue to provide these services without compensation.

If payment is not received in full on or prior to the Payment Date, Contractor will consider the breach uncured and may exercise any and all remedies available under the Agreement or otherwise. Contractor's remedies may include, without limitation, terminating the Agreement, ceasing to provide services at the Center, removing all of Contractor's equipment, employees and supplies from the Center and pursuing legal action to collect all unpaid amounts due, together with attorney's fees and Contractor's other damages incurred due to Facility's breach of the Agreement.

Please be advised that the demands contemplated by this letter shall not prejudice Contractor's rights to collect from Facility any and all amounts due to Contractor for Services rendered prior to the Payment Date. The demands in this letter are made without prejudice and Contractor reserves all rights and remedies available to it under the Agreement or otherwise at law and equity.

[SIGNATURE PAGE FOLLOWS]



If you have any questions or would like to discuss, please contact me at (914) 372-3156 or Patrick.Seiler@RestorixHealth.com. Thank you for your cooperation.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'P. Seiler', written in a cursive style.

Patrick Seiler
Chief Financial Officer

Enclosure

**EXHIBIT A****OUTSTANDING BALANCE SCHEDULE**

Invoice Number	Document Date	Due Date	Original Amount	Open Amount	Months	Interest	Total Outstanding
CFWH013857	4/1/2021	5/1/2021	\$ 52,597.18	\$ 13,149.29	8	\$ 1,051.94	\$ 14,201.23
CFWH013939	5/1/2021	5/31/2021	\$ 37,745.27	\$ 35,120.27	7	\$ 2,458.42	\$ 37,578.69
CFWH014079	6/1/2021	7/1/2021	\$ 61,796.59	\$ 61,748.32	6	\$ 3,704.90	\$ 65,453.22
CFWH014186	7/1/2021	7/31/2021	\$ 37,723.29	\$ 34,920.49	5	\$ 1,746.02	\$ 36,666.51
CFWH014187	7/1/2021	7/31/2021	\$ 45,430.00	\$ 45,430.00	5	\$ 2,271.50	\$ 47,701.50
CFWH014352	8/1/2021	8/31/2021	\$ 46,020.00	\$ 46,020.00	4	\$ 1,840.80	\$ 47,860.80
CFWH014351	8/1/2021	8/31/2021	\$ 6,473.49	\$ 6,473.49	4	\$ 258.94	\$ 6,732.43
CFWH014386	9/1/2021	10/1/2021	\$ 45,135.00	\$ 45,135.00	3	\$ 1,354.05	\$ 46,489.05
CFWH014472	9/1/2021	10/1/2021	\$ 5,435.20	\$ 5,435.20	3	\$ 163.06	\$ 5,598.26
CFWH014528	10/1/2021	10/31/2021	\$ 36,875.00	\$ 36,875.00	2	\$ 737.50	\$ 37,612.50
CFWH014526	10/1/2021	10/31/2021	\$ 302.60	\$ 302.60	2	\$ 6.05	\$ 308.65
CFWH014706	11/1/2021	12/1/2021	\$ 1,832.26	\$ 1,832.26	1	\$ 18.32	\$ 1,850.58
CFWH014648	11/1/2021	12/1/2021	\$ 33,040.00	\$ 33,040.00	1	\$ 330.40	\$ 33,370.40
CFWH014774	12/1/2021	12/31/2021	\$ 46,610.00	\$ 46,610.00			\$ 46,610.00
				\$ 412,091.92		\$15,941.91	\$ 428,033.83